

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
RE: SUCCESSOR MOU**


The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the Service Employees' International Union Local 521 ("Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon Union ratification and Board approval, this Agreement will amend the MOU between the parties dated October 14, 2012 – October 11, 2014.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

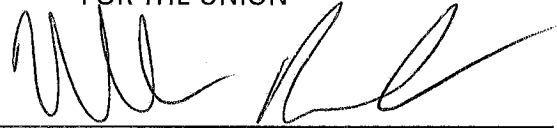
This Tentative Agreement is subject to ratification by Union membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY



Date: 10-22-14

FOR THE UNION



Date: 10/22/14

Approved:

Date: _____

Ratified:

Date: 10/30/14

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(1) TERM: 4 years (October 12, 2014 – October 6, 2018)

(2) COLA:

Effective the first pay period following Union ratification, the base monthly salary for represented classifications shall be increased by four percent (4%).

Effective October 11, 2015, the base monthly salary for represented classifications shall be increased by three percent (3%).

Effective October 9, 2016, the base monthly salary for represented classifications shall be increased by three percent (3%).

Effective October 8, 2017, the base monthly salary for represented classifications shall be increased by at least two percent (2%) and no more than three percent (3%) to be determined by the amount of 2016-2017 fiscal year average of Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners.

(3) MEDICAL INSURANCE:

Section 21. Hospitalization and Medical Care

21.1 Regular Full-Time Employees

The County and covered employees share in the cost of health care premiums. The County will pay ~~90%~~85% of the total premium for the Kaiser HMO, and Aetna-Blue Shield HMO, or Kaiser High Deductible Health Plans (employees pay 15% of the total premium) and the County pays ~~80%~~75% of the total premium for the Blue Shield POS Plan (employees pay 25% of the total premium). Covered employees will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan.

For full time employees enrolled in the Kaiser or Blue Shield High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account. For part time employees working half time or more, the County's contribution to the Health Savings Account shall be prorated based on their part time status.

~~For HMO plans, the County's premium cost share will be 85% effective April 1, 2011.
For POS plans, the County's premium cost share will be 75% effective April 1, 2011.~~

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~~A Flexible Spending Account (FSA) debit card with a value of \$200 will be issued to each employee on January 1, 2011. An additional \$200 FSA card will be issued on January 1, 2012.~~

21.2 Permanent Part-Time Employees

For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (½) of the hospital and medical care premiums described above.

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay 85% of the Kaiser High Deductible Health Plan (HDHP) or three-fourths (3/4) of the hospital and medical care premiums described above.

Upon request from the County, the parties will reopen Section 21 during the term of the agreement if necessary to address changes required under the ACA.

~~In either case cited above the County contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.~~

~~The County agrees to adjust the benefit status of part-time employees to conform to the budgeted FTE status of the position they occupy.~~

21.3 – 21.12 See MOU and other Clean up

Section 22. Dental Care

The County shall continue to offer the Delta Dental and County Dental Plan currently in effect.

Section 23. Vision Care

The County shall provide vision care coverage for employees and their eligible dependents. The County will pay the entire premium for this coverage.

Section 24. Change in Employee Benefit Plans

24.1 Benefits Committee

During the term of this Memorandum of Understanding, the County and the Unions shall

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convene the Benefits Committee to investigate the feasibility of offering revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure including FSA debit cards. The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

24.2 Benefits Levels

During the term of this agreement, the County agrees to continue all benefit programs at current benefit levels as listed in the MOU and the Benefit Summary.

24.3 Agreement Implementation

Agreements reached as part of the ~~Health Care Cost Containment~~ Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

24.4 Cadillac Tax Reopener

Effective July 1, 2017, the County and Union shall reopen the issue of payment of "the Cadillac Tax" under the Affordable Care Act.

(4) FSA DEBIT CARD:

The County shall issue each employee one Flexible Spending Account (FSA) "Debit Card" with a value of two hundred dollars (\$200) on January 1, 2015.

(5) ELIMINATE PICK UP/ADD LONGEVITY PAY:

Revise Section 25.2 of the MOU between the parties as follows:

Section 46 Retirement Contributions (Eliminate)

~~The County will pick up the following percentages of the employee's statutorily required retirement contribution, but not of the employee's contribution under Section 25.3 of this Agreement:~~

- ~~• 20% after the equivalent of 10 years of full-time service (20,800 hours)~~
- ~~• 40% after the equivalent of 20 years of full-time service (41,600 hours)~~
- ~~• 50% after the equivalent of 25 years of full-time service (52,000 hours)~~

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Replace with: Section 46 Longevity Pay

Effective the pay period following Board approval of the successor MOU, the County shall discontinue employer pick up of the employee's statutorily required retirement contribution.

Effective the pay period following Board approval of the successor MOU, County pick-up shall be replaced by longevity pay as follows:

- One and one-half percent (1.5%) salary increase after the equivalent of ten (10) years of full time service 20,800 hours)
- An additional one and one-half percent (1.5%) salary increase (for a total of three percent (3%)) after the equivalent of twenty (20) years of full time service (41,600 hours)
- An additional one percent (1%) salary increase (for a total of four percent (4%)) after the equivalent of twenty-five (25) years of full time service 52,000 hours)

- ▲ 1% for 10 years (20,800 hours)
- 2% for 20 years (41,600 hours)
- 3% for 25 years (52,000 hours)

(6) OVERTIME:

Effective the pay period following Board approval of the successor MOU, for purposes of determining eligibility for overtime compensation, only holiday time off on County-recognized paid holidays shall be considered time worked. All other absences with pay shall not be considered time worked, except vacation and Compensatory Time Off shall count as hours worked when the employee is called back to work after regular hours pursuant to Section 7.4 of the MOU.

Effective the pay period following Board approval of the successor MOU, in exchange for the change in overtime eligibility, the salary schedules for all employees will be increased by one-half percent (0.5%).

(7) RETIREMENT COLA:

Modify Section 45 "Retirement COLA" as follows:

Section 45

Retirement COLA:

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Employees hired on or after August 7, 2011 after the first pay period following the implementation by all bargaining units in the retirement plan will pay up to fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective July 3, 2016, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective July 5, 2015, employees will receive a one percent (1%) salary increase to offset the additional employee payment toward retirement COLA.

(8) SICK LEAVE CREDIT:

The County and the Unions shall convene a special committee within the first twelve (12) months following adoption of the successor MOU between the parties, to discuss the concept of elimination of the Additional Sick Leave Credit described in Section 22.9 of the MOU, and establishing a County contribution to a Health Reimbursement Account.

(9) AGENCY SHOP:

2.1 Agency Shop

All workers and new hires employed in classes covered by this MOU, except supervisors as defined in Section 2.4 below, shall as a condition of employment either:

1. Become and remain a member of the Union.
2. Pay to the Union an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues made during the duration of this MOU, ~~It being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria, and to establish internal bylaws governing collection of agency fees and distribution of fee payer rebates; or~~
3. Do both of the following:
 - a. Present to the Union and Controller a written declaration that he/she is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency fee to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

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2.2 Compliance

If any currently employed worker fails to authorize one of the above deductions within 30 calendar days of hire into a classification covered by this MOU, the County shall involuntarily deduct ~~dues~~the agency fee from the worker's paycheck.

2.3 Maintenance of Membership

All workers who are members of SEIU Local 521 and tender dues through deductions from their County biweekly paycheck shall continue to pay dues for the duration of this and each subsequent MOU thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this and any subsequent MOU, members of SEIU Local 521 shall have the right to withdraw from the Union by discontinuing dues deduction and selecting one of the options specified in Section 2.1. Union members in supervisory classifications exercising their right to withdraw from the Union are exempted from the provisions of Section 2.1. Withdrawal shall be communicated by the worker during that period of time in writing to the Controller to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. A worker who is subsequently employed in a position outside the units represented by SEIU Local 521 shall not be required to continue dues deduction.

The County shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by certified mail. The Controller shall accept authorization for dues deduction on a biweekly basis.

(10) ATTENDANCE AT MEETINGS:

Section 3. Union Stewards and Official Representatives

3.1 Attendance at Meetings

County workers who are official representatives or Stewards of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives or Stewards shall submit written requests for excused absences to Employee Relations at least two working days prior to the meeting whenever possible. Except by agreement with Employee Relations, the number of workers excused for such purposes shall not exceed 3 per Union, or 2 from each of the following representation units:

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Accounting and Administrative Services Unit

Appraisal Unit

Engineering Unit

Library Unit

and five from Office and Technical Services Unit,

whichever is greater, at any one time. If any worker's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

The Union shall be allowed up to 150 hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests shall be made to the worker's department head 14 days in advance.

Shop stewards working PM shifts shall be provided one hour of paid release time to attend monthly Steward Council meetings held in the evening, not to exceed eight times per year. Shop stewards working day shifts shall be provided one hour of paid release time to attend monthly Steward Council meetings held during the day, not to exceed four times per year. The number of stewards released shall not exceed thirty in any given month. The Union shall provide updated lists of stewards to Employee Relations on a quarterly basis. Only stewards on the lists shall be eligible for release time.

It is acknowledged that ~~the County Hospitals and Clinics administration~~ will attempt to provide such release time, but that each instance must be considered on a case-by-case basis.

Any denial of requested time off may be appealed to the Human Resources Director, whose decision shall be final.

3.2 Handling of Grievances

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify Employee Relations in writing of the individuals so designated. Alternates may be designated to perform Steward functions during the absence or unavailability of the Stewards. Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other workers within the same work area or representation unit, including participating in Steps 1-4 of the grievance process as described in Section 38.2. Requests for release time shall not be unreasonably denied. Stewards shall promptly report to the Union any grievances which arise and cannot be adjusted on the job. Supervisory workers shall not represent

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non-supervisory workers in a grievance procedure where such activity might result in a conflict of interest. Neither Stewards nor the Union shall order changes, and no change shall be made except with the consent of the appropriate department heads.

The Union shall notify the County in advance of an investigatory meeting if an additional steward is required to attend for the purpose of taking notes. Unless the County objects, an additional steward may be released for this purpose.

(11) CALL BACK:

Modify Section 7.4 as follows:

7.4 Call Back Minimum

Workers required to physically report back to work during off-duty hours shall be compensated for a minimum of three (3) hours of overtime pay.

Full-time workers required by their supervisor to conduct work via a remote connection (telephone or computer) during off-duty hours shall receive overtime pay for a minimum of thirty (30) minutes and any additional actual time worked rounded up to the nearest six-minute increment. Part time workers will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek.

Modify Exhibit A as follows:

EXHIBIT A

Accounting and Administrative Unit

1. ~~At Home Telephone Calls. Employees contacted at home by phone to discuss and/or find solutions to programming or applications problems shall receive overtime pay for all work related telephone calls received after hours. The compensation shall be one-half hour minimum pay for each call received, as long as the calls are more than 1 hour apart. A second call within the hour shall be compensated for time worked.~~

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(12) SHIFT DIFFERENTIAL:

Section 8. Shift Differential

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8.1 Definition

(1) Shift differential pay, for the purpose of this Section, is defined as pay at a rate that is ~~one step above the worker's base pay in the salary range for his/her classification.~~
Effective November 19, 2006, shift differential pay is defined as pay at a rate that is eight percent (8%) above the worker's base pay.

(2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time workers shall be at least \$20.00 above the worker's base pay, to be prorated for part-time workers.

8.2 Applicable Shifts

Workers in 24-hour operations who are assigned to work a shift of eight (8) hours or more that starts between 2:00 p.m. and 3:00 a.m. shall be paid shift differential rates for all hours worked during such shift. All other workers shall be paid shift differential rates for all hours worked between 6:00 p.m. and 6:00 a.m.

8.3 Split Shifts

A split shift is defined as a normal daily shift that is worked over a span of more than nine (9) consecutive hours. Workers required by proper authority to work a split shift shall be paid \$3.00 per each split shift worked in addition to all other compensation.

All Grandfathering agreements between the parties regarding shift differentials, including the side letter dated November 1, 2009, are hereby terminated.

(13) BILINGUAL PAY:

Modify Section 11 "Bilingual Pay" of the MOU between the parties as follows:

Section 11. Bilingual Pay

Effective the first pay period following Union ratification, a~~A~~ salary differential of ~~\$50.00~~\$55.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Director. Said differential shall be prorated for workers working less than full-time or who are in an unpaid leave of absence status for a portion of any given biweekly pay period. Bilingual pay for workers ~~in the classes of Revenue Collector, Patient Services Assistant, Lead Patient Services Assistant, Patient Services Specialist, Medical Office Assistant, and Child Support Officer~~ with a caseload at least 50% of which is comprised of non-English speaking clients shall be ~~\$65.00~~\$70.00 biweekly.

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Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. The Union shall be provided listings of workers receiving bilingual pay twice a year. Bilingual lists shall include only those workers who are either receiving bilingual pay or those who are not receiving bilingual pay and who have voluntarily agreed to be on a bilingual list.

The County and the Union agree to meet and confer, at the request of either party, to make appropriate changes to the above lists based upon the factors discussed in this section and/or to discuss other related issues such as workers required to use bilingual skills while performing job duties outside of their assigned classifications. At the request of the Union, the County will meet with the Union to discuss the need for additional bilingual positions.

(14) BUMPING AND CHANGES TO LAYOFF PROCEDURES:

Section 15. Layoff and Reemployment

15.2 Notice of Layoff

The department head will give at least ~~fourteen (14)~~ thirty (30) days advance written notice to workers to be laid off except in an emergency situation in which case the Human Resources Director may authorize a shorter period of time.

15.3 Seniority (Layoff and Reemployment)

Layoffs shall be by job class, by department according to reverse order of seniority as determined by total continuous County civil service, except as specified above. ~~For workers within the Court, all Court service time counts in determining seniority within the Court only. If a worker transfers or otherwise moves from the Court to a County position, or if a worker transfers or otherwise moves from a County position to the Court, only the worker's time in the Classified service counts in determining seniority for purposes of layoffs.~~

15.5 Procedures

(1) A displaced worker will be transferred to any vacancy with equivalent FTE status in his/her classification in his/her home department.

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(2) If no vacancy with equivalent FTE status exists in the worker's classification in the home department, a worker shall have the following options:

~~(a) He/she may take the longest standing vacancy, County-wide, in his/her classification in another department, or~~

~~(b) He/she shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which he/she has bumping rights. Workers who choose this option shall have a list of all such vacancies provided by the County. The County will arrange for interviews for vacancies in which the worker is interested.~~

(3) Workers who are notified they will be laid off shall have the choice to ~~any of the following three choices:~~

(a) Take ing a voluntary demotion within the same department to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority.

(b) On a ~~County-wide~~ departmental basis, displace ing the worker in the same classification having the least seniority in County service. ~~For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

~~The two-thirds (2/3) rule in this subpart (b) and subpart (c) below only applies to the computation for movement between departments. Total seniority is retained by the worker in his/her new assignment.~~

~~(c) On a County-wide basis, taking a voluntary demotion to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

(4) Displaced workers may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any classification for which, in the Director's opinion, the worker is qualified. The worker's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 15.3.

(5) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, a worker may, with the approval of the Human Resources Director and the gaining department

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head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.

~~(6) At the sole discretion of the Human Resources Director, a worker may be allowed to transfer and displace a less senior worker in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the worker presently occupies.~~

(76) A transfer, for layoff purposes, is defined as a change from one position to another in the same class or in another class, the salary range of which is not more than 10% higher.

(87) Part-time workers shall not displace full-time workers, unless the part-time worker has held full-time status in the class.

(98) In addition to all other options, workers in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

Section 16. Severance Pay

16.1 Application

If a worker's position is abolished and he/she is unable to displace another County worker as provided in Section 15, he/she shall receive reimbursement of one week of pay for each full year (2080 hours) of regular service to the County, ~~up to a maximum of ten (10) weeks of pay~~ and, 50% of the cash value of his/her unused sick leave; provided, however that such worker shall be eligible for reimbursement only if he/she remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced worker in other agencies. If such employment is secured, the worker will not be entitled to the aforementioned reimbursement.

16.3 Health Benefits Following Layoff

The County will pay the County premium for ~~six~~ nine (69) months of medical coverage only for workers who are laid off. This coverage is contingent on the following conditions:

- the worker has not refused a County job offer;
- the worker is unemployed;
- the worker continues to pay their share of the premium and

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16.4 (NEW) Education Stipend

If a worker is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay up to four thousand dollars (\$4,000) for tuition or fees in payment for accredited courses or training taken within twelve (12) months of layoff, and taken for the purpose of finding new employment. The administration of this new benefit will be determined by mutual agreement between the County and the Union.

(15) COURT APPEARANCE

Revise Section 21.7 of the MOU between the parties as follows:

21.7 Absence Due to Required Attendance in Court

Upon approval by the department head, a worker, other than extra-help, shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provision:

- (1) Said absence from duty will be with full pay for each day the worker serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the worker must remit to the County Treasurer, through the worker's department head within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with a worker's usual official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) ~~Said absence from duty will be without pay when the worker appears in private litigation to which the County of San Mateo is not a party.~~ An employee required to appear in court in a matter unrelated to his or her County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Milias Brown Act or the MOU between the parties.

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(4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the worker's department head.

(16) DEFERRED COMPENSATION AUTOMATIC ENROLLMENT FOR NEW EMPLOYEES:

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

(17) ESTABLISH COUNTY-WIDE COMMITTEE TO REVISE CAREER OPPORTUNITIES PROGRAM.

Establish County-wide Committee to Revise Career Opportunities Program.

Delete current language in Section 30 and Exhibit F. Replace Section 30 with the following:

The County and Union acknowledge that the Career Opportunities Program described in Section 30 and Exhibit F of the 2010 MOU between the parties has become outdated and non-operational. The County and Union desire to restore and update the Career Opportunities Program, with the purpose of providing current County employees with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily understandable, efficient and appropriate to the County's needs. The County recognizes that investing in and utilizing talents of its workers will enhance the performance of the organization.

Therefore, the County will establish a County-wide Career Development Program (CDP) Committee to evaluate the needs of today's workplace and employees, and to restore and update the Career Opportunities Program.

The CDP Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

The CDP Committee will begin meeting no later than March 1, 2015, with the goal of drafting a program policy no later than September 1, 2015, and implementing the program no later than March 1, 2016.

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In redesigning the program, the CDP Committee will address training and development activities to enable employees to improve knowledge, skills and abilities in order to achieve promotional eligibility.

In the event the CDP Committee is unsuccessful, the County and Union will meet to discuss appropriate next steps for the CDP.

(18) VDT:

Delete Section 42 – Video Display Terminal

~~Section 42. Video Display Terminal~~

~~Joint Labor Management VDT Committee~~

~~The County and the Union agree to resume the Joint Labor Management VDT Committee to oversee the further implementation of the VDT policy.~~

~~Workers who operate VDT's will, upon request, be furnished with anti-glare screens in accordance with the guidelines specified in the County's recommendations on the use of VDT's.~~

~~Implementation Data and VDT Reference Materials~~

~~Copies of the completed "Individual Status Sheets" will be supplied to the Union and/or the affected worker as requested on a case-by-case basis. Where a completed Individual Status Sheet is not available, the Department VDT Coordinator will complete the document and provide a copy to the requesting worker within 30 days.~~

~~VDT Maintenance~~

~~The County will review the need for periodic keyboard and monitor maintenance, including external and internal cleaning.~~

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(19) WORKDAY REOPENER:

During the term of agreement, upon request from the County, the Union agrees to meet and confer regarding issues within scope of representation related to the implementation of the Workday Human Resources information system.

(20) TUITION REIMBURSEMENT

Not to be included in the MOU, contingent upon and effective following agreement from all other bargaining units in the County, the County shall increase tuition reimbursement amounts to \$550 for a 3-unit class, and \$325 for a class of less than 3 units.

Forma

Forma

Section 13. Tuition Reimbursement

The County may reimburse workers for tuition and related fees paid for courses of study taken in off-duty status if the subject matter is closely related to the worker's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Director with the County Manager's concurrence. There must be a reasonable expectation that the worker's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree, or for courses taken as part of a program of study for a trades certificate at a bona fide institution of learning as required by the Fair Labor Standards Act, will be evaluated individually for job relatedness under the above criteria. The worker must both begin and successfully complete the course while employed by the County.

The worker must apply on the prescribed form to their department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. In order to be reimbursed the worker's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable a substitute course may be approved after enrollment. Upon completion of the course the worker must submit to Human Resources a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. Human Resources shall, if it approves the request, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. Effective July 1, 2007, the County will reimburse up to \$25.00 \$50.00 per course for books and other required course materials (excluding laptops and other electronic devices)

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under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

(21) BEREAVEMENT LEAVE AND SICK LEAVE

21.10 Bereavement Leave

The County will provide up to two (2) days paid bereavement leave upon the death of an employee's parent, spouse, domestic partner, child or step-child, sibling, mother-in-law, father-in-law, grandparents or grandchildren.

In addition, employees may utilize accrued sick leave pursuant to Section 20.2 (4).

20.2 Usage

Workers are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The worker's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed health care professional.
- (2) The worker's receipt of required medical or dental care or consultation.
- (3) The worker's attendance on a member of the immediate family who is ill.
- (4) The worker's preparation for or attendance at the funeral of a member of the immediate family.

For the purpose of this Section immediate family means parent, spouse, domestic partner, son, daughter, sibling, step children, mother-in-law, father-in-law, grandparents or grandchildren. For the purpose of paragraph (4) above only, immediate family also includes son-in-law, daughter-in-law, grandparents-in-law and siblings-in-law. Use of sick leave for this expanded definition is limited to a maximum of ~~three~~ five (5) days if travel is required.

20.10 Sick Leave for Child Birth and Adoption

Workers may use up to 30 working days of accrued sick leave following the birth or adoption of a child they will legally parent to their spouse or when adopting a child.

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(22) PAY FOR WORK OUT OF CLASS

Section 34. Pay for Work-Out-Of-Classification

When feasible, the County will offer work-out-of-class assignments to ~~qualified~~, interested permanent workers, who meet the minimum qualifications of the position prior to offering such assignments to extra-help workers. If offered, it is the worker's responsibility to inform management of their interest in work-out-of-class assignments.

Departments will solicit interest in such assignments via bulletin board posting, internal memo, and/or email within the department or division as the department deems appropriate. The intent of this section is to provide additional career development opportunities to permanent County workers when such assignments do not cause unreasonable disruptions to the work environment or work production.

When feasible, the County will offer to rotate interested, ~~qualified~~ workers in previously identified long-term (more than 20 days) work-out-of-class assignments, and the County will notify the Union when this occurs. The intent of this section is to provide additional career development opportunities to permanent County workers when such assignments do not cause unreasonable disruptions to work environment or work production.

When a worker has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for 5 consecutive workdays (or four consecutive workdays for workers on a 4 day workweek, or where due to a County holiday, the workweek is only 4 days), he/she shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent; or the assignment is caused by a special project or need;
- (2) The worker performs the duties regularly performed by the absent incumbent, or at the classification level for the special assignment and these duties are clearly not included in the job description of his/her regular classification;
- (3) The temporary assignment to work-out-of-class which extends beyond 20 working days be approved by the Human Resources Director, a copy of the approval form to be given to the worker; and
- (4) A copy of the department head's written approval must be submitted in advance to the Human Resources Director. If the Director determines that he/she will not approve pay for work in the higher class which exceeds 20 workdays, the worker will be so notified

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and have the opportunity to discuss this matter with the Director whose decision shall be final.

The employer shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

Salary Step Increases

Workers in work-out-of-classification assignments shall be advanced to the next higher step in the salary schedule (for the higher classification) after the completion of 2080 hours of satisfactory service in each of the salary steps for the higher classification, and upon recommendation of the appointing authority.

(23) PROGRESSIVE DISCIPLINE

~~January 14, 2011~~

~~Brady Calma~~

~~Internal Organizer SEIU 521~~

~~981 Industrial Suite A~~

~~San Carlos, CA 94070~~

~~Dear Mr. Calma:~~

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of ~~August 8, 2010 through October 13, 2012.~~

1. Letters of Reprimand. The County agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within Letters of Reprimand. This investigation may be done by a manager, a management analyst, or a representative of the Employee Relations Division. The employee may request at which level she/he wishes the matter to be investigated, however, the final decision as to who will investigate the issue will be made by the Director, Human Resources Department.
2. Job Search. It is the intent of the County to allow a reasonable amount of County time for job search for workers whose positions have been identified as at risk of elimination.
4. Automatic Deposit of Paychecks. The County agrees to provide Direct Deposit of paychecks to workers. The Union agrees to encourage the use of Direct Deposit. Direct deposit shall be mandatory for all employees hired after October 30, 1999.

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5. Promotions. It is the County's practice and policy to consider relevant experience, including relevant experience as a trainer or in work-out-of-classification assignments, in qualifying for promotions. The County agrees to meet with the Union to discuss any situations where it is alleged that such relevant experience has not been considered. It is also the County's practice and policy to inform applicants of the reason for rejection of applications/qualifications, of the method of appeal, and of additional training or experience required to qualify. The County agrees to meet with the Union to discuss any situations where it is alleged that such information has not been provided.
6. Spanish Language Courses. The County agrees to make Spanish language courses available to workers at the East Palo Alto Public Health Clinic and elsewhere where bilingual staff are needed as determined by the County. Time for these classes shall be evenly split between on-the-clock time (Code 001) for which the workers shall be paid and off-the-clock time for which the workers shall not be paid.
7. The County agrees to discuss the Union's concerns regarding adequate choice of physicians and chiropractic coverage. These discussions will be held as part of the Labor Management Health Care Cost Containment Committee. A labor management committee will meet periodically to explore means to improve Point of Service access.
8. Extra Help. The County agrees to meet with the Union when concerns about the use of Extra Help arise.

9. ~~Service Credit. Government Code Section 31658 (Assembly Bill 55) provides that, upon Board of Supervisors' enactment of an enabling resolution, active members of retirement systems with at least five years of service credit may purchase up to five years of additional retirement credit ("air time").~~

~~Section 31658 mandates that the member must pay an amount that "at the time of commencement of purchase, in the opinion of the board and the actuary, is sufficient to not place any additional financial burden upon the retirement system." Within 120 days from the execution of the SEIU MOU, the County Manager will present an update regarding the implementation of Section 31658 to the Board of Supervisors for the Board's determination.~~

10. ~~The Union agrees that each worker will reduce their base pay the equivalent of one furlough day for the period of execution of this agreement through June 25, 2011. In exchange each worker will receive 8 hours of "furlough time" which must be utilized by June 30. This time off will be scheduled in the same fashion as vacation per the below agreement:~~

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~~SEIU and the County and the Court agree that all workers will take 8 hours of furlough (unpaid time off) in Fiscal Year 2010-2011. In order to reduce the financial impact of the unpaid time as much as possible, the County agrees to amortize the reduced pay caused by the furloughs. This amortization will result in ____ percent of pay being deducted from each paycheck during the remainder of the fiscal year, commencing with the pay period beginning _____. Concurrent with the first pay reduction, 8 hours will be credited to the worker's furlough bank.~~

- ~~1. The deduction will not otherwise reduce the worker's existing base salary amount for County benefit accrual purposes and SamCERA reporting purposes.~~
- ~~2. For employees working less than full time (40 hours per week) the total hours of furlough time and the biweekly amortization will be prorated based upon the employee's weekly scheduled hours.~~
- ~~3. Employees hired prior to April 1, 2011 will receive 8 hours of furlough time and will have a commensurate percentage of pay deducted. Employees hired between April 1, 2011 and June 11, 2011 will receive 4 hours of furlough time and a commensurate amount of pay deducted from their bi-weekly pay. Workers hired after June 11, 2011 will not be subject to this furlough agreement.~~
- ~~4. Furlough bank hours are not available for cash out at any time and are not available for carryover from one fiscal year to the next.~~
- ~~5. The furlough plan shall remain in effect for fiscal year 2010-2011.~~
- ~~11. The County agrees to issue to each worker a Flexible Spending Account (FSA) "debit card" with a value of \$200 on April 1, 2011 and an addition \$200 on January 1, 2012.~~
- ~~12. The County agrees to a Labor Management meeting to be held within 90 days of ratification of this agreement at the request of the union to review vacation requests that have been denied during the past two years, and to discuss concerns and solutions regarding those denials.~~

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- ~~13. The County agrees to meet with the union within 120 days after ratification at the request of the union to discuss concerns and review where there are examples of factual inaccuracies that have caused a worker to be placed on leave restriction.~~
- ~~14. The County agrees that within 120 days from ratification of this agreement, the County will review the Appraiser Series classification in San Francisco, Santa Clara, Contra Costa and Alameda counties. Following that review, the County will meet with the union to determine if the creation of an Appraiser III is appropriate.~~

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

▲ _____
Dated: _____

APPROVED AND ACCEPTED:

▲ _____
SEIU Local 521

County of San Mateo

▲ _____
By _____

By _____

(24)

ADDITIONAL CLEAN UP AS AGREED TO BY THE PARTIES.

